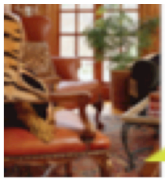

Amazing Finds

NEW & CONSIGNED FURNITURE & MORE

Red Bluff 530-917-1138
amazingfindsredbluff.com
616 Cedar St, Red Bluff, CA 96080

This Agreement is between Amazing Finds, LLC ("AF") and Consignor ("CNR") and must be mutually signed.

1. Acceptable Consignments. We accept gently used furniture and décor, appliances, sporting goods, construction and farm equipment, collectibles, etc. All items must be clean and in working condition. We do not accept clothing unless high end nor items less than $21 value. We do not accept broken, dirty, or contaminated items.

2. Value estimate. We provide a no-charge courtesy value estimate if CNR brings the item(s). If an in-house consultation is desired, we charge $50 for any part of the first hour, and $35/hour thereafter, plus AF's usual travel rate (see #17), which may be applied to the pickup fee if CNR proceeds with the consignment. These are not formal appraisals. AF shall not be liable for these informal estimates.

3. Processing fee. $5 per line item. Fees are deducted for all items prior to payout.

4. Acceptance times. Sunday - Friday 10 AM to 3 PM, unless other special arrangements are made.

5. Consignor Report. We provide CNR with a "Consignor Report" with each payout. This report includes photos, description, start price, and other information.

6. Consignor # and website tracking. Each CNR will be assigned a "Consignor #" so CNR can track their items on our website (use search box) and when a check is available ("Consign" link in the footer menu). AF will not call or email CNR when items are sold. Use the website search box to search your CNR # for active listings. Please review your items online for accuracy and notify us of any necessary changes.

7. Consignment period, early withdrawal. Items with >$20 start price shall have a contract period of 1 year; items with <$20 start price are donation only unless parties mutually specify an exception. Consignor shall pick up items after this time period, or the items will be considered abandoned without further notice, unless parties mutually agree to a new contract. Withdrawing an item during the first 90 days of a year contract will incur an early withdrawal fee of 10% of the start price to be paid prior to pickup. Consignors picking up items shall find and gather it themselves by appointment and then check out with AF staff. Staff may assist at the usual rate.

8. Location of items. Items may be displayed for sale in any AF stores, or other places at AF's discretion, eg, model/staged homes, outdoor sales, etc., without notice.

9. Percentage split. CNR will receive 50% of the sold price after fees (repair, clean up, pickup, etc.) are subtracted from this amount. If AF advertises on ebay, Etsy, Amazon, etc., the split shall be 40% to CNR (10% fee to withdraw once listed).

10. Payment schedule. CNR will be paid on the 15th of each month, unless it falls on a weekend or holiday, in which case it will be paid on the next business day, for items that sold the prior month. Layaway or financed sales, or items sold and not picked up or delivered, are not deemed completed until final payment is made and customer has received the item. CNR's # will be posted in AF's website, and CNR's check will be held at the AF store for pickup unless specifically requested and approved to be mailed. Checks not picked up within one year of issuance will be considered abandoned, void, and payment forfeited.

11. Current CNR information. CNR shall notify AF of any change in CNR's contact information, including, but not limited to: name, phone number, mailing address, or email address, via email to AF at shop@amazingfindshome.com.

12. Early payout. A $45 handling fee applies if CNR requests early payout and it is approved. Seven business days are required for processing.

13. Staging, cleaning, presentation. AF encourages all CNR's to frequently visit AF shops to help stage, clean, and arrange their items for better presentation. CNR specifically agrees that, because AF staff handles thousands of items, CNR will not complain that their item(s) is (are) not being displayed or cleaned optimally. CNR is welcome to make polite suggestions and request to assist.

14. Grievances and request for updates. Because of AF's convenient item tracking system, CNR specifically agrees not to disrupt AF sales staff about updates on their items unless there is a problem. Any grievance and demands for updates must be done by email correspondence so that the appropriate staff can be assigned to respond to CNR. Requests for inventory status must be made by appointment. Violation of this may result in immediate termination of this contract.

15. Liquidated Damages. CNR agrees to not publicly post any negative comments about AF, its staff, or owners, without first completing AF's reasonable grievance process, including re-reading this contract. AF estimates that greater than 95% of these grievances can be quickly resolved to CNR's satisfaction. Whereas, the cost in loss of sales/income, reputation, the disturbance to other consignors, and the cost in time and effort to respond and correct inappropriate negative public comments is estimated as very high, therefore, CNR agrees to a $10,000 liquidated damages if CNR fails to follow and complete AF's grievance policy before resorting to public attacks. These damages shall also apply if CNR breaks this contract.

16. Marketing, sales, markdowns, promos, etc. CNR gives AF full discretion on initial start price, marketing (AF website, Craigslist, ebay, etc.), sales, markdowns, promos, and other methods (layaways, financing, lease) to help the sale of items, and CNR agrees to any and all price adjustments resulting from such efforts, including a general markdown guideline of up to 15% initially, 30% after 30 days, 50% after 60 days, and > 50% or auctioning after 6 months. If CNR does not wish their items to be sold below 50%, CNR's only recourse is to pick up their items after 6 months.

17. Pick up and delivery service. AF offers Regular vs Guaranteed pick up/delivery services. Regular service is $65 for one person ($85 for 2 people) for 1-2 items (eg, dining set, server, etc.), plus, if needed, $180 for a Sprinter van load and $250-450 for a half to a full box truck load, plus $1.20/mile round trip from the shop. Availability and timeliness of Regular Service are not guaranteed. CNR must purchase the Guaranteed Service if for a guaranteed time and date, and, if AF is 15 or more minutes late, the service will be free. AF is not responsible for any damage to CNR's items during transport. Other fees may apply per other factors, e.g., large, heavy items (e.g., piano) and local conditions (e.g., stairs). The pick up fee is preferably paid up front but may be deducted from the sale.

18. Cleaning, repairs, nonfunctioning items, other AF work. You must clean and repair your items before consigning. If we do the work, AF will charge $20/15 minutes without notice, which rate applies to other AF work as needed. We will do our best to disinfected all upholstered furniture. If major repairs are needed, we will do our best to discuss this with you. If an item (especially appliances) is found to be nonoperational, AF will charge a handling fee of $20 to dispose of the item. Dump fees may also apply. If AF is unable to fix it, AF will notify CNR to pick it up. If CNR does not do so within 5 days of notice, CNR may be subject to additional fees.

19. Damage, theft, loss, insurance. Due to high traffic, handling by customers, constant moving of items in and out of AF's shops, etc., CNR agrees that AF shall not be liable for any damage or loss. CNR's are encouraged to check their homeowner's insurance policy for possible existing coverage.

20. Hazardous materials, recalls, infestation, and other known problems. CNR specifically agrees to notify AF in writing if they have knowledge of any known hazardous materials or substances, recalls, infestation, or any other problems that may cause injury or harm to AF staff or its customers. CNR specific indemnifies AF for any such damage resulting form these substances.

21. Credit card fees, mailing & other fees. If a purchase is made by credit card, CNR shall be responsible for their 50% share of this fee, which is averaged at 3%. Other fees such as check rewriting, mailing, handling, etc. may apply.

22. Ownership. CNR specifically claims that CNR is the rightful owner of these items and that these items are free of any liens and encumbrances.

23. Future updates and policies. Parties agree that this 1-page Agreement cannot possibly encompass all potential issues; therefore, AF agrees to place updates (including revisions) in its website, and CNR agrees to adhere to such updates.

24. Other person approved to pick up checks _____

25. Rev. 122423ju.

Consignor _____ Tel# _____

Email _____

Address _____

City _____ State _____ Zip Code _____

Date started _____ Consignor # _____

AF rep. print, signature _____

Pickup fee _____ To be taken off sale: Yes No

Consignor Signature **X** _____

Item description	Ins.	Start price	Dimensions	Barcode	Donate >90
1 _____	☐				
2 _____	☐				
3 _____	☐				
4 _____	☐				

Item description	Ins.	Start price	Dimensions	Barcode	Donate>90
5	☐				
6	☐				
7	☐				
8	☐				
9	☐				
10	☐				
11	☐				
12	☐				
13	☐				
14	☐				
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